

Contract No. 3-LM-60-L2235

Project 031-1(42)
Yellowstone Park-Cody Road

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
GREAT PLAINS REGION

Buffalo Bill Dam Modification Project

CONTRACT AND GRANT OF PERMANENT EASEMENT
FOR HIGHWAY PURPOSES
PARK COUNTY, WYOMING

THIS CONTRACT, made this 13th day of July, 1993, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, represented by the Bureau of Reclamation, hereinafter referred to as the UNITED STATES ("Grantor") and the Wyoming Department of Transportation, hereinafter referred to as the STATE ("Grantee").

WITNESSETH:

The following grants, rights, and mutual covenants by and between the parties hereto, which are acquired for the use of the STATE, its successors, agents, assigns, or contractors:

1. The UNITED STATES does hereby grant, quitclaim, convey, bargain, and confirm unto the STATE a perpetual easement to construct, reconstruct, repair, replace, operate, and maintain a highway on, over, under, and across the lands described below and shown on Exhibit A, attached hereto and by this reference made a part hereof.

Township 52 North, Range 103 West, Sixth Principal Meridian, Park County,
Wyoming

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5: Lot 15, 16, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 7: Lot 1, 2, 4, and NE $\frac{1}{4}$ NW $\frac{1}{4}$

Tract 97

Township 52 North, Range 104 West, Sixth Principal Meridian, Park County,
Wyoming

Tract 56: Lots 1, 2, 4, 7, and 8

Tract 55: Lots 1, 4, and 5

Section 11: S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 1, 5, 7, and 19

Tract 80

2. The Grant of Easement herein contained shall include the right of the STATE, its successors, agents, assigns, or contractors to: (a) store equipment and construction materials; (b) stockpile excavated materials; (c) trim, cut, fell, and remove vegetation within the limits of the easement; and (d) to take such other measures as necessary or required to construct, operate, and maintain said highway.

TERMS AND CONDITIONS:

1. This Grant of Easement is subject to the perpetual right of the UNITED STATES to seep, flood, and inundate the lands shown on Exhibit A with the provision that in the event that such seep, flood, or inundation is caused by actions of the UNITED STATES or it's agents, the UNITED STATES agrees to reimburse the STATE for all costs associated with the repair and/or relocation of the facilities for which this easement is granted.

2. This easement is subject to existing leases, easements, and rights-of-way for highways, roads, railroads, canals, laterals, ditches, conduits, siphons, pipelines, electrical transmission or distribution lines, telephone lines, and other linear or nonlinear facilities, structures, or improvements on, over, under, or across the lands described in Exhibit A and subject to any surface and/or mineral reservations, if any, over any part of the lands described in Exhibit A.

3. The granting of this easement does not convey any rights to the STATE to convey any lands or interests in lands within the specified easement boundaries to other parties nor does the granting of this easement permit the STATE to allow other uses of the land or to allow other parties to use the lands for purposes other than as specified herein.

4. All construction, operation, and maintenance activities which are performed by the STATE, its agents, or contractors shall be subject to the supervision and oversight of an authorized representative of the UNITED STATES and subject to such conditions and regulations as may be prescribed by the representative so as not to endanger the lands or improvements thereon. As a condition precedent to the construction of said highway, the STATE agrees to notify the Project Manager, Bighorn Basin Projects Office, Bureau of Reclamation, P.O. Box 2806, Cody, Wyoming 82414-2806 (Telephone No. 307-527-6256), 3 days in advance of the commencement of initial construction activities.

5. Pursuant to provisions of 43 CFR 429.6 c3, this easement is issued without cost to the STATE.

6. The STATE shall be liable for any and all damage to the property under the administration of the UNITED STATES, its successors, or assigns resulting from construction, operation, and maintenance of the road and appurtenant facilities contemplated by this easement and shall further hold the UNITED STATES, its officers, agents, employees, successors, or assigns harmless from any and all claims of third parties for injury or damage sustained or in any way resulting from the exercise of the rights conferred by this easement, to the extent permitted by Wyoming State law.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

8. The STATE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The STATE shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The STATE agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.


9. The STATE shall be particularly alert in construction operations to take all reasonable and necessary precautions to protect and preserve historic, prehistoric, archaeological, and paleontologic sites on or adjacent to the easement. Should such sites or evidence of sites be discovered during construction, the STATE shall immediately suspend construction work involving the area in question and advise the Project Manager of the suspected site. The Project Manager shall promptly have the area inspected to determine its significance and the appropriate actions to follow (salvage, test excavation, etc., and resumption of construction). Cost of any salvage work shall be borne by the UNITED STATES. All objects salvaged from public lands are the property of the UNITED STATES Government and upon request shall be turned over to the Bureau of Reclamation for dispensation.

10. This Contract and Grant of Permanent Easement shall become effective on the day and year first above written and shall continue in effect perpetually so long as the road is operated and maintained for the purpose of and according to terms stated in this contract.

11. In the event that the description shown on exhibit A differs from the "as built" description, the STATE agrees to vacate this agreement and sign a revised Contract and Grant of Easement containing the "as built" description.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

THE UNITED STATES OF AMERICA

By 
Regional Supervisor, Water Land and Power
Bureau of Reclamation

WYOMING DEPARTMENT OF TRANSPORTATION

By 
DIRECTOR

ACKNOWLEDGMENT

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this 13 day of July, 1999 before me personally appeared
Leland E. Tigges ^{Acting}, Regional Supervisor of Water, Land, and Power, Great Plains
Region, Bureau of Reclamation, known to me to be the identical person described in and whose
name is affixed to the foregoing Contract and Grant of Easement, and acknowledged the
execution thereof to be his voluntary deed.

WITNESS my hand and notarial seal the day and the year last above written.

Sharon Suralski Notary Public

My Commission Expires: 6-5-95

